Company Tracking Number: 09-XSF-AR-001F

TOI: 02.3 Flood Sub-TOI: 02.3002 Personal Flood

Product Name: AIG Private Client Group Excess Flood Program
Project Name/Number: Excess Flood Me Too Filing/09-XSF-AR-001F

Filing at a Glance

Company: AIG Casualty Company

Product Name: AIG Private Client Group SERFF Tr Num: APCG-125978344 State: Arkansas

Excess Flood Program

TOI: 02.3 Flood SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 02.3002 Personal Flood Co Tr Num: 09-XSF-AR-001F State Status: Fees verified and

received

Filing Type: Form Co Status: Reviewer(s): Becky Harrington,

Betty Montesi, Llyweyia Rawlins

Disposition Date: 01/14/2009

Authors: Stefanie Colavito, Mikki

Gutierrez

Date Submitted: 01/08/2009 Disposition Status: Approved

Effective Date Requested (New): 06/01/2009 Effective Date (New): 06/01/2009

Effective Date Requested (Renewal): 08/30/2009 Effective Date (Renewal):

08/30/2009

State Filing Description:

General Information

Project Name: Excess Flood Me Too Filing Status of Filing in Domicile: Authorized

Project Number: 09-XSF-AR-001F Domicile Status Comments:

Reference Organization: Reference Number:

Reference Title: Advisory Org. Circular:

Filing Status Changed: 01/14/2009

State Status Changed: 01/14/2009 Deemer Date:

Corresponding Filing Tracking Number: 09-XSF-AR-001R

Filing Description:

AIG Casualty Company is submitting, for your approval, our Private Client Group Excess Flood Program. This program is identical to the originally approved program for American International Insurance Company. We are changing writing compnies due to restructuring, but have made no changes to the forms. This is a "me-too" filing.

The corresponding rules associated with this filing are being submitted separately under filing, 09-XSF-AR-001R.

Company Tracking Number: 09-XSF-AR-001F

TOI: 02.3 Flood Sub-TOI: 02.3002 Personal Flood

Product Name: AIG Private Client Group Excess Flood Program
Project Name/Number: Excess Flood Me Too Filing/09-XSF-AR-001F

Company and Contact

Filing Contact Information

Mikki Gutierrez, Compliance/Filings Analyst mikki.gutierrez@aig.com 70 Pine Street (212) 770-3550 [Phone] New York, NY 10270 (212) 770-7261[FAX]

Filing Company Information

AIG Casualty Company CoCode: 19402 State of Domicile: Pennsylvania 2704 Commerce Drive Group Code: 12 Company Type: Property &

Casualty

Suite B

Harrisburg, PA 17110 Group Name: AIG State ID Number:

(212) 770-5730 ext. [Phone] FEIN Number: 25-1118791

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: The requirement for a filing or review of policy, contract, endorsements, certificates, applications

is \$50 per submission.

\$50.00 X 1 form filing = \$50.00

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

AIG Casualty Company \$50.00 01/08/2009 24899603

Company Tracking Number: 09-XSF-AR-001F

TOI: 02.3 Flood Sub-TOI: 02.3002 Personal Flood

Product Name: AIG Private Client Group Excess Flood Program
Project Name/Number: Excess Flood Me Too Filing/09-XSF-AR-001F

Correspondence Summary

Dispositions

Status	Status Created By		Created On		Date Submitted		
Approved Filing Notes			01/14/2009		01/14/2009		
Subject		Note Type		Created By	Created On	Date Submitted	
Re: Docume	ntation	Note To Reviewer		Mikki Gutierrez	01/14/2009	9 01/14/2009	
Documentation	on	Note To Filer		Becky Harringtor	n 01/14/2009	9 01/14/2009	

Company Tracking Number: 09-XSF-AR-001F

TOI: 02.3 Flood Sub-TOI: 02.3002 Personal Flood

Product Name: AIG Private Client Group Excess Flood Program
Project Name/Number: Excess Flood Me Too Filing/09-XSF-AR-001F

Disposition

Disposition Date: 01/14/2009

Effective Date (New): 06/01/2009

Effective Date (Renewal): 08/30/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: 09-XSF-AR-001F

TOI: 02.3 Flood Sub-TOI: 02.3002 Personal Flood

Product Name: AIG Private Client Group Excess Flood Program
Project Name/Number: Excess Flood Me Too Filing/09-XSF-AR-001F

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property Casualty	/ &Approved	Yes
Supporting Document	Explanatory Memorandum - Forms	Approved	Yes
Form	AIG Private Client Group Excess Flood Insurance Policy	Approved	Yes
Form	AIG Private Client Group Excess Flood Declarations Page	Approved	Yes
Form	Excess Flood Amendatory Endorsemer Arkansas	nt - Approved	Yes

State: SERFF Tracking Number: APCG-125978344 Arkansas Filing Company: EFT \$50 AIG Casualty Company State Tracking Number: 09-XSF-AR-001F Company Tracking Number: TOI: 02.3 Flood Sub-TOI: 02.3002 Personal Flood Product Name: AIG Private Client Group Excess Flood Program Excess Flood Me Too Filing/09-XSF-AR-001F Project Name/Number: **Note To Reviewer** Created By: Mikki Gutierrez on 01/14/2009 10:50 AM Subject: Re: Documentation Comments: Good Afternoon Becky, According to our records, the original filing was submitted back on August 21, 2003 and approved on September 30, 2003. The company file number is 03-XSF-AR-001R and 03-XSF-AR-001F. Please let me know if you have any additional questions. Thanks,

Mikki

Company Tracking Number: 09-XSF-AR-001F

TOI: 02.3 Flood Sub-TOI: 02.3002 Personal Flood

Product Name: AIG Private Client Group Excess Flood Program
Project Name/Number: Excess Flood Me Too Filing/09-XSF-AR-001F

Note To Filer

Created By:

Becky Harrington on 01/14/2009 10:41 AM

Subject:

Documentation

Comments:

When was the filing approved under American International Insurance Company?

Company Tracking Number: 09-XSF-AR-001F

TOI: 02.3 Flood Sub-TOI: 02.3002 Personal Flood

Product Name: AIG Private Client Group Excess Flood Program
Project Name/Number: Excess Flood Me Too Filing/09-XSF-AR-001F

Form Schedule

Review Status	Form Name	Form #	Edition	Form Type Action	Action Specific Data	Readability	Attachment
Approved	AIG Private Clie Group Excess Flood Insurance Policy		Date 07/03	Policy/CoveNew rage Form	Data	0.00	PCEXF _07- 03_ PCG Excess Flood Policy Form.pdf
Approved	AIG Private Clie Group Excess Flood Declarations Page	ntPCEXF- DEC	03/03	Declaration New s/Schedule		0.00	PCEXF-DEC _03-03_ PCG Excess Flood Declarations Page.pdf
Approved	Excess Flood Amendatory Endorsement - Arkansas	PCEXF- AEAR	07/03	Endorseme New nt/Amendm ent/Conditi ons		0.00	PCEXF- AEAR (07- 03) - Excess Flood Amend Endt - AR.pdf

AIG PRIVATE CLIENT GROUP EXCESS FLOOD INSURANCE POLICY

The insurance company named on your Declarations Page agrees to provide the insurance described in this Policy. You agree to pay the premium and comply with your responsibilities described in this Policy. This Policy provides excess flood insurance and shall not apply until the amount of **loss** exceeds the **primary and underlying insurance** limits.

Various provisions in this Policy restrict or exclude coverage. Read the entire Policy carefully to determine your rights and duties, and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with Policy PART VI – CONDITIONS.

PART I - DEFINITIONS

Words with special meanings are defined here or in the part of the Policy where they are used. Throughout the Policy, defined terms will be bolded when used.

In this Policy, the words "you", "your" and "yours" mean the person or persons named on the Declarations Page and his or her spouse who lives in the same household. The words "we", "us", "our" and "ours" mean the insurance company named on the Declarations Page.

As used herein, a Declarations Page includes any schedule that supplements it.

Also, in this Policy the word(s):

Primary and underlying insurance means the standard flood insurance policy issued by the **primary insurer** pursuant to the National Flood Insurance Act of 1968, any amendments, renewals and replacements thereof and endorsements thereto; and, any excess flood insurance that is in place.

Primary and underlying insurer(s) means the National Flood Insurance Program (NFIP) or Write Your Own (WYO) insurance company issuing the **primary insurance**, and the insurance company issuing any **underlying insurance**.

Loss means the direct physical **loss** by or from flood for which coverage is provided under the **primary insurance** without regard to the Policy limits of the **primary insurance**.

PART II - INSURING AGREEMENT

This Policy covers you in excess of the **primary and underlying insurance** against direct physical **loss** by or from flood to the property named on the Declarations Page occurring during the Policy Period specified on the Declarations Page in accordance with all of the applicable terms and conditions of this Policy. This policy is excess of the **primary and underlying insurance** whether or not such insurance is valid or collectible.

The terms and conditions of the **primary and underlying insurance** in effect at the inception date of this Policy are incorporated into and made a part of this Policy unless they are inconsistent with the terms of this Policy or any endorsement.

PART III - PAYMENT OF A LOSS

We will pay that portion of the **loss** in excess of the greater of:

- 1. The applicable limit(s) of the **primary and underlying insurance** for the covered property; or
- 2. The maximum coverage limit available through the National Flood Insurance Program (NFIP).

No **loss** proceeds will be paid until the **primary and underlying insurer(s)** have paid their full limit of liability for the covered property. The method of loss settlement used by the **primary and underlying insurer(s)** will be used by us to determine our payment.

PCEXF (07/03) Page 1 of 4

PART IV - EXCLUSIONS

The following exclusions are in addition to the Exclusions stated in the **primary and underlying insurance** policy or policies:

1. Debris Removal

We will not pay any expenses for the removal of debris that results from a flood.

2. Assessments

We do not provide coverage for any assessment charged against you as a member of an association, corporation, community of property owners, condominium or cooperative association.

3. Ordinance or Law

We do not provide coverage for the enforcement of any ordinance or law regulating construction, repair or demolition of a building or other structure.

4. Confined Flood

We do not provide coverage for **loss** caused by flood where the flood is confined to the location of the covered property.

PART V – LIMIT OF LIABILITY & PRIMARY AND UNDERLYING INSURANCE LIMITS

In the event of a **loss** to a covered property, we will not be liable until the amount of **loss** exceeds the **primary and underlying insurance** limits, and then we shall be liable for only that portion of the **loss** which is in excess of the **primary and underlying insurance**, whether or not the **primary and underlying insurance** is in force or collectible at the time of the **loss**. Our limit of liability for each **loss** covered will not exceed the coverage limits stated on the Declarations Page.

PART VI - CONDITIONS

1. Uncollectibility of Other Insurance

The insolvency, receivership, bankruptcy, liquidation or failure to pay of a **primary and underlying insurer(s)** or of any other insurer liable for **loss** will not:

- a. Reduce, deplete, or exhaust the Policy limits of the **primary and underlying insurance** or any other insurance applicable to such **loss**; or
- b. Increase our liability under this Policy.

In no event will this Policy assume the responsibilities or obligation of the **primary and underlying insurer(s)** or any other insurer.

PCEXF (07/03) Page 2 of 4

2. Your Duties After a Loss

In the event of a loss which is likely to involve this Policy, you must:

- a. Give prompt notice to us or your agent or broker.
- b. You shall upon request give us or the persons or firm we designate, such information as we may reasonably require, including but not limited to:
 - i. A copy of the **primary and underlying insurance**;
 - ii. Copies of all proofs of loss filed with the primary and underlying insurer(s); and
 - iii. Evidence of all loss payments made under the primary and underlying insurance.
- Protect the property from further damage. If repairs to the property are required, you
 must:
 - i. Make reasonable and necessary repairs to protect the property; and
 - ii. Keep an accurate record of all repair expenses.

We have the right to adjust any **loss** insured under this Policy independent of any determination or settlement made by the **primary and underlying insurer(s)**.

3. Recovery

If you have the rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. You must do nothing after a **loss** to impair such rights of recovery. At our request, you will bring suit or transfer those rights to us and help us enforce them.

4. Assignment

No one covered under this Policy may assign or turn over any right or interest in regard to the Policy without our written consent.

5. Changes

No change or modification of this Policy shall be effective except when made by written endorsement signed by our legal representative.

6. Concealment or Fraud

By acceptance of this Policy you agree that:

- a. The statements on the Declarations Page and application are your agreements and representations; that those statements are accurate and complete; and that this Policy is issued in reliance upon the truth of these statements and representations.
- b. If you or your representative has sworn falsely or has concealed or misrepresented any material fact or circumstance concerning this insurance, this entire Policy shall be void as of the inception date of this Policy; and
- c. This Policy embodies all agreements between you and us, or any of our agents, relating to this insurance.

PCEXF (07/03) Page 3 of 4

7. Legal Action Against Us

- a. No action can be brought against us unless there has been full compliance with all of the terms under this Policy.
- b. You must agree to bring any action against us within one year after a loss occurs, but not until thirty (30) days after proof of loss has been filed and the amount of loss has been determined.

8. Other Insurance

This Policy shall apply as excess over any other insurance and will not contribute with the other insurance.

9. Nonrenewal

If we elect not to renew this Policy, we shall mail to you at the last address known to us written notice of non-renewal not less than thirty (30) days before the end of the Policy Period as stated on the Declarations Page.

10. Your Cancellation

You may cancel this Policy at any time by notifying us in writing of the future date that the cancellation is to take effect.

Cancellation of the **primary and/or underlying insurance** by you shall cause cancellation of this policy effective the date of cancellation of the underlying policy. No notice by us is required.

11. Our Cancellation

To cancel this Policy we must notify you in writing not less than thirty (30) days prior to the effective date of cancellation. This notice will be mailed to you at the last mailing address shown on the Declarations Page. In the event of cancellation by you or by us, we will refund any unearned premium on the effective date of cancellation, or as soon as possible afterwards. The unearned premium will be computed pro rata for the unexpired term of the Policy. In the event of a claim which is likely to involve this Policy or a **loss** which may be covered by this Policy, the total premium specified on the Declarations Page will be automatically deemed to be fully earned.

In witness whereof, we have caused this Policy to be executed and attested, and if required by state law this Policy shall not be valid unless countersigned by our authorized representative.

(Signatures)

PCEXF (07/03) Page 4 of 4



EXCESS FLOOD POLICY

Total Premium:

\$

IISK MANAGEMENT FOR LIFE	
(Name of issuing company)	(transaction type)

Declarations Page

	Page shows at a glance the policy carefully, including you					
Policy Number < Number >	:		Policy Period At 12:01 A.M. standa	1: rd time at your mailing addre	ss shown below	
Name of Insure <name> <address> <city, state,<="" td=""><td>ed and Mailing Address: Zip Code></td><td></td><td><agency <address="" name=""></agency></td><td>e, Zip Code></td><td>Number &</td><td>Code:</td></city,></address></name>	ed and Mailing Address: Zip Code>		<agency <address="" name=""></agency>	e, Zip Code>	Number &	Code:
YOU WILL BE BIL	LED (<u>BY YOUR BROKER /</u>	SEPARATELY) FOR AN	NY PREMIUM D	UE.		
The kind of losses	s that are covered and any sp	ecial limits or deductibles	s that apply are e	explained in detail in y	our Policy.	
Summary of Co	overage by Location:					
Coverage	Limits of Insurance	Coverage Provide	d	Underlying Lim	its of Insura	nce
Coverage Building Contents	Limits of Insurance	Coverage Provided Excess Flood Coverage Excess Flood Coverage	on Buildings	Underlying Lim Buildings Contents	its of Insura	nce
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Excess Flood Amendatory Endorsement Arkansas

Part VI - CONDITIONS, Legal Action Against Us is deleted and replaced by the following:

<u>Legal Action Against Us</u>. No action shall be brought against us unless the **insured person** has complied with this policy's provisions, nor until final judgment or agreement has set the amount of the **insured person's** legal obligation to us. You also agree to bring any action against us within five (5) years after a loss occurs, but not until thirty (30) days after proof of loss has been filed and the amount of loss has been determined. No one has the right to join us in any action against any **insured person**.

Part VI – CONDITIONS, Non-renewal is deleted and replaced by the following:

1. Nonrenewal

If we elect not to renew this Policy, we shall mail to you at the last address known to us written notice of non-renewal not less than sixty (60) days before the end of the Policy Period as stated on the Declarations Page.

Company Tracking Number: 09-XSF-AR-001F

TOI: 02.3 Flood Sub-TOI: 02.3002 Personal Flood

Product Name: AIG Private Client Group Excess Flood Program
Project Name/Number: Excess Flood Me Too Filing/09-XSF-AR-001F

Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document- Approved 01/14/2009

Property & Casualty

Comments:

Attachment:

Uniform Transmittal Document - Property & Casualty (Forms).PDF

Review Status:

Satisfied -Name: Explanatory Memorandum - Forms Approved 01/14/2009

Comments: Attachment:

Explanatory Memo-Forms.pdf

Property & Casualty Transmittal Document

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Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # 09-xsf-AR-001F
21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
21. I ming Description [Time died out be deed in field of a devel felter of iming memorarization and to field its medical development.]
AIG Casualty Company is submitting, for your approval, our Private Client Group Excess Flood Program. This program is identical to the originally approved program for American International Insurance Company. We are changing writing compnies due to restructuring, but have made no changes to the forms. This is a "me-too" filing.
22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
Check #: Amount:
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

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^{***}Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
(Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is p	part of Company Tr	09-XSF-AR-001F				
2.	This filing corresponds to rate/rule filing number Company tracking number of rate/rule filing, if applicable) 09-XSF-AR-001R						
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?		If replacement, give form # it replaces	Previous state filing number, if required by state	
01	AIG Private Client Group Excess Flood Insurance Policy	PCEXF (07/03)	NewReplaceWithdraw				
02	AIG Private Client Group Excess Flood Declarations Page		NewReplaceWithdray				
03	Excess Flood Amendatory Endorsement - Arkansas	PCEXF-AEAR (07/03)	NewReplaceWithdraw				
04			☐ New ☐ Replace ☐ Withdray				
05			☐ New ☐ Replace ☐ Withdraw				
06			☐ New ☐ Replace ☐ Withdray				
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08			☐ New ☐ Replace ☐ Withdray				
09			☐ New ☐ Replace ☐ Withdray				
10			☐ New ☐ Replace ☐ Withdray				

AIG PRIVATE CLIENT GROUP EXCESS FLOOD 01/09 ME TOO FILINGS ACTUARIAL/EXPLANTORY MEMORANDUM

AIG Casualty Company is submitting, for your approval, our Private Client Group Excess Flood Program. This program is the <u>exact</u> same program that was originally approved for American International Insurance Company and includes all revisions subsequently approved. <u>We have made no changes whatsoever to the forms associated with this program.</u>

Enclosed for your records are copies of all the forms and endorsements, which were previously filed and approved through American International Insurance Company.

We propose that this filing becomes effective June 1, 2009 for new business and August 30, 2009 for renewals.